

Clarifications to Bid Document NPL/PROC/2017-18/01 Dt. 15-Jul-17

S No	Page No.	Clause No.	Description	Prospective Bidders Comments/Suggestions	NPL Clarification / Revised Bid Document
1	6	1.1	Inspection agency(IA) should have executed similar experiences of coal sampling and testing at plant receipt end and feed coal at same location, for minimum two power stations of capacity more than 500 MW unit size, for which satisfactory customer feedback form to be submitted.		Credentials of work executed during past one year (from the date of NIT) will be considered for evaluation
2	6	1.2	Registration with IFIA (International Federation of Inspection Agency).	To Modify the clause as: IFIA registration for India Head Office & Operations	The IIFA application filing evidence in India to be submitted for scrutiny.
3	6	1.4	Successful participation in Proficiency testing programme with Internationally reputed testing laboratories.	As per 17025, after getting accreditation all certificate/ lab is Internationally recognized. Is there any extra meaning of Internationally reputed Testing laboratory?	The PT program participation means involving 1) Participation in ILC/PT programs organised by International agencies/ Accredited PT providers. 2) ILC/PT program organised by firm, having participation from foreign testing agencies.
4	10	C.1.2.	Submission of Power of Attorney in favour of the Authorized Signatory as per specified format (Annexure VI).	To consider the existing POA available with the organization	NPL agrees to prospective bidder suggestion. However, the POA must be valid during the bid submission period.
5	7	1.2.	Quantities Range of BBU	To change the quotation per MT/ subject to Minimum per month for covering fixed cost with marginal profit?	Provisions of Bid document will prevail. However, NPL provide following guarantees: 1. Minimum of 10 lacs MT per quarter 2. Cumulative 43 lacs MT per annum The reconciliation will be done after completion of each quarter and after completion of each year.
6	15	4.3	The payment will be released within 60 days from the date of receipt of all documents by NPL Engineer In-Charge.	Credit period to be reduced to 30 days	Provisions of Bid document will prevail
7	16	8	Liquidated Damages	It pertains to limitation period. It should be added herein that liquidated damages shall not be applicable if delay is due to negligent act of the Purchaser/NPL or any force majeure event	NPL agrees to prospective bidder suggestion

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8	17	13	Termination	The notice period should be 30 days and not 7 days.	7 days notice period for Termination under default. However, for Termination for convenience, the notice period is 3 months. Provisions of Bid document will prevail
9	20	23.4	Vendor shall indemnify and keep indemnified Client against all claims, demands, liabilities which may be made and/or all proceeding which may be initiated, against Client and all damages/losses suffered and all costs/ expenses incurred by Client, on account of any act or omission including but not limited to any misconduct, negligence, misrepresentation, misappropriation, fraud, forgery, dishonesty, robbery, theft, breach of confidential information on the part of Vendor and/ or Associates This indemnity is without prejudice and in addition to any other remedy which Client may have against Vendor, in law or in equity or under this contract.	It should be added here in that any event the overall aggregate liability of Vendor in respect of all claims and liabilities arising under this agreement / purchase order shall be limited to the total Fees payable to it under this agreement/purchase order or actual claim, whichever is less	NPL agrees to prospective bidder suggestion
10	20	23.5	Notwithstanding any provision to the contrary contained in this agreement, or any other document in relation to the services provided under this Agreement the liability of Vendor arising out of any act or omission including but not limited to any misconduct, negligence, misrepresentation, misappropriation, fraud, forgery, dishonesty, robbery, theft, breach of confidential information by any associate deputed to provide services shall not exceed the amounts recovered from the subjected associate Vendor will ensure best possible efforts to recover the said amount from the associate.	It should be added here in that any event the overall aggregate liability of Vendor in respect of all claims and liabilities arising under this agreement / purchase order shall be limited to the total Fees payable to it under this agreement/purchase order or actual claim, whichever is less	NPL agrees to prospective bidder suggestion